



COUNTY OF LOS ANGELES

Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy

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BOARD OF SUPERVISORS

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Fifth District

September 9, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL TO EXECUTE ONE AGREEMENT FOR HIV/AIDS PREVENTION
FOR SOCIAL MARKETING SERVICES WITH KCBS MARKETING, INC.
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to enter into an agreement with KCBS Marketing, Inc. for Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome social marketing services designed to raise awareness, influence community norms and promote behavior that lowers the risk of Human Immunodeficiency Virus infection for persons at risk for Human Immunodeficiency Virus infection.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute an agreement substantially similar to Exhibit I, with KCBS Marketing, Inc., (KCBS), for social marketing services, effective upon execution by both parties, but no sooner than date of Board approval through June 30, 2011, for a total maximum obligation of \$2,400,000, offset by \$1,200,000 in federal Centers for Disease Control (CDC) funding, \$600,000 in California Department of Public Health, Office of AIDS (CDPH-OA) funding, and \$600,000 in net County cost (NCC), with provisions for two 12-month extensions through June 30, 2013, and six month-to-month extensions through December 31, 2013, thereafter, contingent upon the availability of funding.

2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the agreement with KCBS to amend the scope of work, rollover unspent funds and/or increase or decrease the maximum obligation by no more than 25 percent, pending availability of funds and satisfactory performance, subject to review and approval by County Counsel and Chief Executive Officer, and notification of the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions by your Board will allow DPH to execute an agreement with KCBS for Human Immunodeficiency Virus (HIV) social marketing services, vital to the success of an overall approach to HIV/Acquired Immune Deficiency Syndrome (AIDS) awareness, education and prevention in Los Angeles County among persons most at risk for HIV infection.

These social marketing activities, which may include bilingual written materials, handouts, advertisements, news releases, and public service announcements, will encourage communication, disseminate consistent messages and images, improve community capacity to raise awareness among high risk populations regarding the risks of HIV infection, and link persons at risk for and living with HIV to the County's HIV/AIDS prevention and treatment services and enrollment in the AIDS Drug Assistance Program (ADAP).

Implementation of Strategic Plan Goals

These actions support Goal 6, Community Services and Goal 7, Health and Mental Health of the County Strategic Plan by supporting Office of AIDS Programs and Policy (OAPP) social marketing services that provide an overall approach to HIV education in Los Angeles County.

FISCAL IMPACT/FINANCING

The total maximum obligation under the agreement with KCBS is \$2,400,000 and is effective upon execution by both parties, but no sooner than date of Board approval through June 30, 2011, with provisions for two 12-month extensions through June 30, 2013, and six month-to-month extensions through December 31, 2013. Of the \$2,400,000, \$1,200,000 is funded by CDC funds, \$600,000 is funded by CDPH-OA funds, and \$600,000 is funded by NCC.

Funding for these services is included in the FY 2008-09 Adopted Budget and will be included in future fiscal years, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This agreement with KCBS will be effective upon execution by both parties, but no sooner than date of Board approval through June 30, 2011, with provisions for two 12-month extensions through June 30, 2013, and six month-to-month extensions through December 31, 2013.

On April 20, 2004, your Board authorized DPH to accept NCA Number U62/CCU923479-01 from CDC for the HIV Prevention Project in the amount \$3,368,818, and delegated authority to DPH to accept future NCAs in similar amounts for Calendar Years 2005 through 2008.

On January 15, 2008, your Board authorized DPH to accept the CDPH-OA Standard Agreement for FY 2007-08 for ADAP administered by OAPP in the amount of \$389,648 for the period of July 1, 2007, through June 30, 2008, and delegated authority to accept CDPH-OA's Standard Agreement for 2008-09.

CONTRACTING PROCESS

On September 21, 2007, OAPP released a Request for Proposal RFP for HIV/AIDS social marketing services. Two proposals were received in response to this RFP and both passed the initial pass/fail review of the administrative and programmatic minimum requirements.

An external review panel was convened and evaluated the program component of the two proposals based on an objective set of criteria. Additionally, OAPP administrative staff conducted a financial capability analysis of the two proposals. The review panels both scored KCBS the higher of the two proposals and OAPP senior management concurred that KCBS would be the appropriate partner for the social marketing services contract.

Exhibit I has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this agreement will allow KCBS to provide countywide social marketing services to promote HIV prevention, raise awareness, influence community norms and

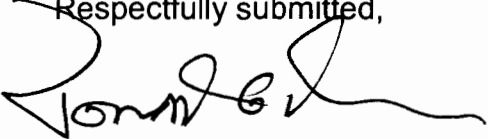
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promote behaviors that lower the risk of HIV infection for at-risk individuals. This will enhance the County's overall response to the HIV epidemic in Los Angeles County.

CONCLUSION

When approved, DPH requires four signed copies of your Board's action.

Respectfully submitted,


FOR Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Attachments (1)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

BL# 00732
8/22/08

Contract Number_____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SOCIAL MARKETING SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day
of _____, 2008,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and

KCBS MARKETING, INC. (hereafter
"Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's
Board of Supervisors to appoint a County Health Officer, who is also the Director of
County's Department of Public Health, to prevent the spread or occurrence of
contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and Policy
(hereafter "OAPP") under the administrative direction of County's Department of Public
Health (hereafter "DPH"); and

WHEREAS, County's OAPP is responsible for County's HIV/AIDS programs and
services; and WHEREAS, the term "Director" as used herein refers to County's Director
of DPH or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the California Department of Public Health – Office of AIDS (hereafter "CDPH - OA"), and Centers for Disease Control and Prevention (hereafter "CDC"), to establish an HIV/AIDS Social Marketing Program (hereafter "social marketing program"); and

WHEREAS, Contractor agrees to abide by the requirements of the funding source(s) and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide social marketing services described hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide social marketing services for compensation, as set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement is effective upon execution by both parties, but no sooner than date of Board approval and shall continue in full force and effect through June 30, 2011. County shall have the sole and exclusive option to extend the Contract term for an additional two (2) year period and six (6) month-to-month extensions (Renewal Options), subject to the availability of federal, State or

County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds as granted and/or awarded by CDPH-OA and CDC for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date. If for any reason the funding which funds this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately.

County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. Immediately eliminate all new costs and expenses under this Agreement. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

B. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

C. Provide to County's OAPP within forty-five (30) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph of the ADDITIONAL PROVISIONS, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibits A, A-1, A-2 and A-3, attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY:

A. During the date of Board approval through June 30, 2009, the maximum obligation of County for all services provided hereunder shall not exceed Eight Hundred Thousand Dollars (\$800,000). Such maximum obligation is comprised entirely of Four Hundred Thousand Dollars (\$400,000) in federal Centers for Disease Control and Prevention (CDC) funds, Two Hundred

Thousand Dollars (\$200,000) in CDPH-OA funds and Two Hundred Thousand Dollars (\$200,000) in net County cost funds. This sum Eight Hundred Thousand Dollars (\$800,000) represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period July 1, 2009 through June 30, 2010, the maximum obligation of County for all services provided hereunder shall not exceed Eight Hundred Thousand Dollars (\$800,000). Such maximum obligation is comprised entirely of Four Hundred Thousand Dollars (\$400,000) in federal CDC funds, Two Hundred Thousand Dollars (\$200,000) in CDPH-OA funds and Two Hundred Thousand Dollars (\$200,000) in net County cost funds. This sum Eight Hundred Thousand Dollars (\$800,000) represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

C. During the period July 1, 2010 through June 30, 2011, the maximum obligation of County for all services provided hereunder shall not exceed Eight Hundred Thousand Dollars (\$800,000). Such maximum obligation is comprised entirely of Four Hundred Thousand Dollars (\$400,000) in federal CDC funds, Two Hundred Thousand Dollars (\$200,000) in CDPH-OA funds and Two Hundred Thousand Dollars (\$200,000) in net County cost funds. This sum Eight Hundred Thousand Dollars (\$800,000) represents the total maximum obligation of County as shown in Schedule 3, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS: If sufficient monies are available from federal, CDPH-OA, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief Deputy, Public Health. If monies are reduced by federal, CDPH-OA, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed twenty-five percent (25%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding changes to Contractor and to County's Chief Executive Officer. If the increase or decrease exceeds twenty-five percent (25%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

A. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this

Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or Two Hundred Thousand Dollars (\$200,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Executive Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. Funds received under the CARE Act will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

5. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, Contractor shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

6. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

7. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibits, schedules and attachments, attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibits, schedules and attachments shall govern and prevail in the following order:

Exhibits A, A-1, A-2, A-3

Attachments 1

Schedules 1, 2, and 3

8. BILLING AND PAYMENT:

A. Contractor shall bill County monthly, in arrears, with affidavits and tear sheets, for incurred reimbursable costs, which have been pre-approved by County. Invoices shall be submitted in triplicate on such forms as may be furnished or required by County. Such invoice shall detail actual reimbursable costs incurred by Contractor in accordance with the Schedules attached hereto and incorporated herein by reference. Each invoice shall be approved and signed by the Contractor's duly authorized designee in blue ink.

B. Original invoices and proof of services shall be submitted directly to the County of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, Tenth (10th) Floor, Los Angeles, CA 90005, Attention: Director, Communications; no later than thirty (30) working days after the end of each calendar month.

C. In no event shall County be required to pay Contractor more than the maximum obligation of county as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement.

D. Submission of Outstanding/Final Invoices and Non-Payment of Invoices: Upon expiration or prior termination of this Agreement, Contractor shall submit to County within thirty (30) calendar days, any outstanding and/or final

invoice(s) to County within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

9. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2 and 3. Contractor shall be reimbursed according to an OAPP approved model and reimbursement schedule for services at the Office of AIDS Programs and Policy (OAPP) approved reimbursement rates as they currently exist or as they are modified by OAPP.

B. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement, attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

10. COST REIMBURSEMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing social marketing services hereunder.

A. Contractor's total annual budget shall not exceed the maximum of fifteen percent (15%) profit. Contractor's total annual budget shall include a minimum of eighty-five percent (85%) toward the programmatic implementation of the HIV/AIDS social marketing services as described in the Statement of Work.

B. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedule(s) attached hereto.

C. County Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that actual reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within thirty (30) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

D. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

E. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the Exhibits attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the Exhibits, Schedules and Attachments attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this

Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the Exhibits of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

G. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

11. COPYRIGHTS/RIGHTS IN DATA:

A. Subject Data: As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic

representations, procedural manuals, forms, diagrams, workflow charts, computer programs, and works of any similar nature ("whether or not copyrighted or copyrightable") which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.

Contractor shall be prohibited from copyrighting any data, publications, or materials, whether written or audiovisual (hereafter referred to as "Subject Data"), first produced or developed from work supported by County during the term of this Agreement. Additionally, County, State and federal government may use, duplicate, or disclose in any manner and for any purpose whatsoever, and permit others to do so, all Subject Data delivered under this Agreement.

B. Federal Government, State and County Rights: Subject only to the provisions of Subparagraph C below, the federal Government, State and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this Agreement.

C. License to Copyrighted Data: In addition to the federal Government, State and County rights as provided in Subparagraph B above, with respect to any data which may be copyrighted, the Contractor agrees to and does hereby grant to the federal Government, State and County a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for any State, County and federal Government purposes.

Provided, however, that such license shall be only to the extent that the Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

12. RECORD RETENTION: Contractor for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

13. PUBLIC OFFICIALS/OFFICERS: This Agreement, together with the Exhibits, Schedules, and Attachments attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

14. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims,

actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

15. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described herein below. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in the INSURANCE COVERAGE REQUIREMENTS Paragraph, herein below. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Public Health, Office of AIDS Programs and Policy, 600 South Commonwealth Avenue, Tenth (10th) Floor, Los Angeles, California 90005, Attention: Contract Administration Division, Chief; prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims

administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

16. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 Million

Products/Completed Operations

Aggregate: \$1 Million

Personal and Advertising Injury: \$1 Million

Each Occurrence: \$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provide media liability coverage for claims arising out of Contractor's placement of print and audiovisual media. Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$2 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

17. FISCAL VIABILITY: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of the contract.

18. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at 5901 Venice Boulevard, Los Angeles, California 90034. Contractor's primary business telephone number is (323) 930-7536 and facsimile/FAX number is (323) 964-8398. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAPP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

19. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year(s) during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

20. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

21. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor

Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee (FTE) of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing

short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to OAPP.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

22. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of any part of the services that have not been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to

submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

23. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) and attachment(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties

To County: 1. Department of Public Health
313 North Figueroa Street
8th Floor
Los Angeles, California 90012

Attention: Chief Deputy

2. Department of Public Health
Office of AIDS Programs and Policy
600 South Commonwealth Avenue
10th Floor
Los Angeles, California 90005

Attention: Director

3. Department of Public Health
Contracts and Grants Division
313 North Figueroa Street
6th Floor West
Los Angeles, California 90012

Attention: Division Chief

To Contractor: KCBS Marketing, Inc.
5901 Venice Boulevard
Los Angeles, California 90034

Attention: Danielle Mosher, Executive Director

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., MPH
Director and Health Officer

KCBS MARKETING, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Gary T. Izumi, Chief
Contracts and Grants

ADDITIONAL PROVISIONS

DEPARTMENT OF PUBLIC HEALTH

OFFICE OF AIDS PROGRAMS AND POLICY SERVICES

AGREEMENT

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**ADDITIONAL PROVISIONS
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF AIDS PROGRAMS AND POLICY
SOCIAL MARKETING SERVICES**

1. ADMINISTRATION: County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of the County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, administrative and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. ADMINISTRATION OF AGREEMENT – COUNTY:

A. County's Program Director: The responsibilities of the County's Program Director includes, but are not limited to:

- (1) Ensuring that the objectives of this Agreement are met, and
- (2) Providing direction to the Contractor in areas relating to County policy, information requirements, and procedural requirements.

B. County's Program Supervisor: The responsibilities of the County's Program Supervisor includes, but are not limited to:

- (1) Overseeing the day-to-day administration of this Agreement.
- (2) The County's Program Supervisor reports to the County's Program Director. The County's Program Supervisor is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

C. County's Program Manager: The responsibilities of the County's Program Manager includes, but are not limited to:

(1) Meeting with the Contractor's Program Manager on a regular basis; and

(2) Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

(3) The Program Manager reports to the County's Program Supervisor. The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

3. ADMINISTRATION OF AGREEMENT – CONTRACTOR:

A. Contractor's Program Director/Manager/Coordinator (hereafter collectively "Contractor's Program Manager"): The responsibilities of the Contractor's Program Manager includes, but are not limited to:

(1) The Contractor shall notify the County in writing of any change in the name and/or address of the Contractor's Program Manager.

(2) The Contractor's Program Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Program Manager on a regular basis.

B. Approval of Contractor's staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Program Manager.

4. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to Office of AIDS Programs and Policy ("OAPP"), Contract Administration Division, a statement executed by Contractor's duly constituted officers, containing the following information:

(1) The form of Contractor's business organization, i.e., sole proprietorship, partnership, or corporation.

(2) Articles of Incorporation and by-laws.

(3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

(4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to OAPP, within ten (10) calendar days following execution of this Agreement a statement,

executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify OAPP in writing detailing such changes.

5. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of services; restricting any person in any way in the enjoyment of any advantages or privileges enjoyed by others who are receiving any services or benefits; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons

must meet in order to be provided any services or benefits. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Office of AIDS Programs and Policy's Director (hereafter collectively "OAPP Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Public Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

6. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions that are available, and open to employees/applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion,

national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a

determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

7. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to: wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to; the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

8. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations.

Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status

required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

9. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

10. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for

Work ("GROW") Programs who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

11. RECORDS AND AUDITS:

A. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including federal, State and County revenues and all costs by type of service.

(2) General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.

(4) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and

approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement. The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards). All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of federal, State, or County governments for purposes of inspection and audit.

In the event records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

B. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

C. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the County's Department of Public Health ("DPH") - OAPP, Contracts and Grants Division, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

D. Independent Audit: Contractor's financial records shall be audited by an independent auditor for each year that this Agreement is in effect. The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards

developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH - OAPP no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County. The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representatives upon request.

E. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services (hereafter "DHHS") or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services

provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

F. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the

program review or financial evaluation period under review to determine Contractor's liability to County.

G. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

12. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the federal or State government, a copy of the federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of federal and State employees' income tax withholding whether such payments are made on a monthly or quarterly basis. Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained

herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

13. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DPH - OAPP one (1) original and one (1) copy of an annual cost report within thirty (30) calendar days following the close of the contract period. In addition to the requirements of Subparagraph B.1 of Paragraph 10, COST REIMBURSEMENT, such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within thirty (30) calendar days after such termination date to County's DPH - OAPP.

C. The primary objective of the annual cost report shall be to provide County with actual revenue and expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from Contractor.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under

all service agreements between County and Contractor until such report is delivered to County.

14. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the OAPP Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health, Office of AIDS Programs and Policy and other applicable funding sources.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof. With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's

rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

16. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352)

and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

17. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service

18. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without prior written consent of County, as determined by County at its sole discretion and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved assignee or delegatee on any claim under this Agreement shall be deductible at County's sole discretion against the claims which Contractor may have against County.

B. Shareholders or partners, or both, of Contractor (or other equity holders of Contractor), may assign, divest, exchange, sell, or otherwise transfer any interest they may have therein. However, in the event any such assignment, divestment, exchange, sale, or other transfer, is effected in such away as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent of County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such assignment, divestment, exchange, sale, or other transfer shall be refused only if County, in its sole judgment, determines that the assignee(s), buyer(s), transferee(s), or other controlling interest party, is (are) lacking the

capability, experience, or financial ability to perform all services and other work required under this Agreement. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

C. If any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, buyout, delegation, merger, subcontract, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

19. SUBCONTRACTING AND CONSULTANT AGREEMENTS:

A. For purposes of this Agreement, subcontracts or consultant agreements shall be approved by County's OAPP Director or his/her authorized designee(s). Contractor's request to OAPP Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor or consultant and an explanation of why and how the proposed subcontractor or consultant was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract or consultant agreement and an explanation of how the services will be evaluated.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof, and an itemized budget.

(4) A copy of the proposed subcontract or consultant agreement.

Any later modification of such subcontract or consultant agreement shall take the form of a formally written subcontract amendment or consultant agreement which must be approved in writing by OAPP Director before such amendment is effective.

B. Subcontracts or consultant agreements issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to OAPP Director, a copy of the proposed subcontract instrument. With the OAPP Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not

limited to, the duty to properly supervise and coordinate the work of subcontractors.

20. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

21. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers,

employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DPH - OAPP at any time during the term of this Agreement.

22. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, ordinances, regulations, rules, or directives.

23. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in

any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

24. PURCHASES AND PROPRIETY INTEREST OF COUNTY:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of

this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact

OAPP, Contracts and Grants Section, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

25. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to

Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

26. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

27. STAFFING AND TRAINING/STAFF DEVELOPMENT: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's OAPP Director. Contractor shall provide the above set forth required information to County's OAPP Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Contractor shall institute and maintain a training/staff development program pertaining to those services

described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

28. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all

workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor performing services under this Agreement and shall be filed with County's Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010. The form and content of such acknowledgment shall be substantially similar to the form entitled "EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER", attached hereto and incorporated herein by reference.

29. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor: Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner

as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor. Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. (Among other items, such improper gratuities and

considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts).

C. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

(3) Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination.

Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in

respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

30. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

31. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

32. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

33. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

34. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

35. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

36. GOVERNING LAWS AND JURISDICTION AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

37. RESOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

38. NON-EXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

39. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this

Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

40. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

41. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM AND TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act {(42 USC Section 653a)} and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 42, shall constitute default by Contractor under this Agreement.

Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

42. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any

event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

43. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

44. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the

proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1)

elimination of the grounds for which the debarment was imposed, (2) a bona fide change in ownership or management, (3) material, or (4) any other reason that is in the best interest of County.

H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment, and includes supporting documentation. Upon receiving as appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

I. These terms shall also apply to any subcontractors/consultants of County contractors."

45. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

46. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of

services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients.

47. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

48. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

49. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

A. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve month (12-month) period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve month (12-month) period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the

County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

B. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

C. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar

Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

50. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

51. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's

Department of Children and Family Services will supply Contractor with the poster to be used.

52. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Attached hereto, is the required form, "CHARITABLE CONTRIBUTIONS CERTIFICATION", to be completed by the Contractor and the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

53. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provisions of this Agreement, County shall not be obligated for services performed hereunder, or by any provisions of this Agreement, during any of County's future fiscal July 1 – June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

54. NON-APPROPRIATION OF FUNDS CONDITION: Notwithstanding and other provision of this Agreement, County shall not be obligated by any provision of this Agreement during any of County's fiscal years unless funds to cover County costs hereunder are appropriated by County's Board of Supervisors. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have been terminated on June 30th of the prior fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____
(Print)

Copy shall be forwarded by CONTRACTOR to County's Chief Administrative Office, Department of Human Resources, Health, Safety, and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE
PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“Dominant in its field of operation” means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

EXHIBIT A

KCBS MARKETING, INC

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SOCIAL MARKETING SERVICES AGREEMENT**

1. DESCRIPTION: Social Marketing campaigns provide an overall approach to HIV education in Los Angeles County through various media modalities such as, but shall not be limited to: the internet, posters, flyers, radio ads, television ads, billboards, and partnership and event marketing. The media modalities will be used to raise the level of personal awareness by influencing community norms and promoting behavior that lowers the risk of HIV infection in populations at risk for HIV/AIDS.

2. DEFINITIONS: The following definitions shall apply whenever the term is used throughout this agreement except where specifically noted otherwise.

A. "Social Marketing is the planning and implementation of programs designed to generate social change." Social Marketing is often used to influence change and influence the way people think.

B. Contract Manager is a central point contact person who acts on behalf of the Contractor on matters relating to daily operation of the contract.

3. PERSONS TO BE SERVED:

A. HIV/AIDS social marketing services shall be provided to young men of color and women at risk of transmitting HIV and their families who reside in Service Planning Area SPAs (1-8) throughout Los Angeles County, in accordance with Attachment 1, "Service Delivery Specifications", attached hereto

and incorporated herein by reference.

B. The Contractor will target the aforementioned target population(s). The target populations in Los Angeles County include HIV-positive individuals, youth, men, women, transgenders, and people who share needles or works. Within each target population, there are critical populations that include the following:

(1) HIV-positive Individuals: the critical target populations for this group include gay men, non-gay identified men who have sex with men/transgender/multiple genders, women at risk for transmitting HIV and transgender individuals.

(2) Youth: the critical target populations for this group include gay men, non-gay identified men who have sex with men/transgenders/multiple genders, transgenders, sex workers, and young women who have sex with partners of unknown HIV status/risk and/or live in highly impacted geographic areas/zip codes.

(3) Men: the critical target populations for this group include gay men and non-gay identified men who engage in insertive or receptive sexual behavior, including anal or oral sex with men, transgenders or multiple genders.

(4) Women: the critical target populations for this group include women who have sex with partners of unknown HIV status/risk and/or live in highly impacted geographic areas/zip codes.

(5) Transgender Individuals: all transgenders are considered critical populations.

(6) People who Share Needles/Works: all people who share injection paraphernalia are considered critical populations.

4. COUNTY'S MAXIMUM OBLIGATION:

A. During the date of Board approval through June 30, 2009, the maximum obligation of County for all Social Marketing services provided hereunder shall not exceed Eight Hundred Thousand Dollars (\$800,000). Such maximum obligation is comprised of Four Hundred Thousand Dollars (\$400,000) in federal Centers for Disease Control and Prevention (CDC) funds, Two Hundred Thousand Dollars (\$200,000) in California Department of Public Health – Office of AIDS (CDPH-OA) funds and Two Hundred Thousand Dollars (\$200,000) in net County cost (NCC) funds. This sum Eight Hundred Thousand Dollars (\$800,000) represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period July 1, 2009 through June 30, 2010, the maximum obligation of County for all Social Marketing services provided hereunder shall not exceed Eight Hundred Thousand Dollars (\$800,000). Such maximum obligation is comprised of Four Hundred Thousand Dollars (\$400,000) in federal CDC funds, Two Hundred Thousand Dollars (\$200,000) in CDPH-OA funds and Two Hundred Thousand Dollars (\$200,000) in NCC funds. This sum Eight Hundred Thousand Dollars (\$800,000) represents the total maximum obligation

of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

C. During the period July 1, 2010 through June 30, 2011, the maximum obligation of County for all Social Marketing services provided hereunder shall not exceed Eight Hundred Thousand Dollars (\$800,000). Such maximum obligation is comprised of Four Hundred Thousand Dollars (\$400,000) in federal CDC funds, Two Hundred Thousand Dollars (\$200,000) in CDPH-OA funds and Two Hundred Thousand Dollars (\$200,000) in NCC funds. This sum Eight Hundred Thousand Dollars (\$800,000) represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

5. SERVICE DELIVERY SITES: Contractor's facilities where services are to be provided hereunder are located at: 5901 Venice Boulevard, Los Angeles, California 90034 and at various locations throughout Los Angeles County.

For the purposes of this Agreement, Contractor shall specify cross streets and locations for all social marketing activities in monthly reports to Office of AIDS Programs and Policy (OAPP). OAPP reserves the right to approve or deny all sites.

Contractor shall request approval from OAPP in writing a minimum of thirty (30) days before terminating services at such location(s).

6. COMPENSATION:

A. County agrees to compensate Contractor for performing services hereunder as set forth in Schedules 1, 2, and 3. Invoices and cost reports must

be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

B. Services performed under this Agreement are subject to review of monthly and annual expenditures, program performance, and data. OAPP may modify payment for services based on the above-mentioned criteria.

C. Payment for services provided hereunder shall be subject to the provisions set forth in the COST REIMBURSEMENT Paragraph of this Agreement.

D. Contractor shall utilize funds received from County for the sole purpose of providing HIV/AIDS Social Marketing services.

E. Compensation will follow standard industry practices:

(1) Contractor will be compensated by the standard 15% commission on advertisement buys placed by the Contractor.

(2) In cases where media purchased is non-commissionable, agency will bill County at the non-commissionable rate not to exceed the maximum of 15%.

(3) All other costs will be reimbursed in line with standard line item cost reimbursement budget as approved by OAPP.

F. Withholding Payments:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by

Contractor to County within the time limits of submission as set forth in this Agreement, or if such report, or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

(5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

(6) Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

G. Fiscal Viability: Contractor must be to carry the costs of its program without reimbursement from County contract(s) for at least sixty (60) business days at any point during the term of the contract.

7. SERVICES TO BE PROVIDED: Contractor shall provide Social Marketing services in accordance with procedures formulated and adopted by Contractor's staff consistent with laws, regulations, and the terms of this Agreement. Additionally Contractor shall provide such services as described in Exhibits A-1, A-2 and A-3 Scopes of Work, attached hereto and incorporated herein reference.

8. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and it's implementing regulations ("HIPAA"). Contractor understands and agrees that as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take

certain steps to preserve the confidentiality of this information, both internally and externally. Contractor is responsible for the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA".

9. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor

Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code:

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee (FTE) of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12)

month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. The required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", is to be completed by the Contractor prior to Board approval of this Agreement and forwarded to OAPP.

D. Contractor's violation of the above subparagraph of Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach. Termination

10. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Agreement on the date and to the extent specified in such notice of Termination; and

B. Complete performance of any part of the services that have not been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of

termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

11. RECORD RETENTION: Contractor, for a period of five (5) years after final settlement under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Southern California and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

12. PLACEMENT OF ADVERTISING:

A. All purchases on behalf of County concerning either the production or placement of advertising or performance of other related services will be made only upon specific written pre-approval of the County.

B. For repeat advertisements requiring minor changes. Contractor shall bill only for actual time and charges necessary to revise the advertisement. Compensation for any services that County desires Contractor to perform that are not otherwise described in this exhibit shall be determined in advance and agreed upon in writing prior to commencement of the services.

C. Contractor shall provide HIV/AIDS Social Marketing services in accordance with procedures formulated and adopted by Contractor=s staff, consistent with laws, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibits A-1, A-2, and A-3 Scopes of Work, attached hereto and incorporated herein by reference. Contractor shall follow Los Angeles County, Department of Public Health, Office of AIDS Programs and Policy, Social Marketing protocols and guidelines which shall be but not limited to;

- (1) Raise client's level of personal awareness;
- (2) Reduce HIV/AIDS stigma;
- (3) Influence community norms;

D. These efforts are designed to:

- (a) Promote HIV prevention;
- (b) Promote linkage to care and services; and
- (c) Increase the awareness and availability of care and treatment services.

13. STAFFING REQUIREMENTS:

A. Contractor shall provide a full-time Contract Manager or designated alternate that must be accessible to County during all business hours, except for holidays and weekends.

B. Contractor shall provide a telephone where the Contract Manager may be reached during business hours Monday through Friday from 8:00 a.m.

until 6:00 p.m.

C. The Contract Manager shall have a minimum of five years of documented experience providing marketing agency developing, executing, and fulfilling integrated strategic outreach and educational campaigns.

D. The Contract Monitor and/ or alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contract Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

14. PERSONNEL:

A. Contractor shall designate a Contract Manager within thirty (30) days of this agreement.

B. Hourly rates for assigned personnel under this agreement will be reimbursed by County at no more than industry standards, as approved by County. Contractor shall assign a sufficient number of employees to perform the required work.

C. At least one employee on site shall be authorized to act for Contractor in every detail.

15. STAFF APPROVAL: County has the absolute right to approve or disapprove all of Contractor's staffing performing work hereunder and any proposed changes in Contractor's staff including but not limited to, Contractor's Contract Manager. Contractor shall remove and replace personnel performing services under this Contract at the request of the County.

16. CONTRACTUAL AGREEMENTS:

A. Contractor shall adhere to the Additional Provisions, Paragraph 19, Subcontracting, of this agreement for all subcontractors entered into the provision of services under this Agreement.

B. The proposed subcontract instrument shall include, but not limited to:

- (1) Name of the subcontractor;
- (2) Period of performance;
- (3) Description of activities;
- (4) Evaluation mechanism; and
- (5) Itemized budget.

17. SUBCONTRACTOR'S SUBCONTRACT/CONSULTANTS AGREEMENT:

Contractor shall provide County with copies of subcontractor's subcontract for subcontractor or consultant agreements for subcontractor/consultants to be paid under this Agreement. Contractor shall submit a copy of the proposed Agreement within forty-five (45) calendar days to County Contract Manager for approval by Director, OAPP.

A. The use of subcontractor and/or consultants must be clearly defined in the Scope of Work, if applicable;

B. The proposed agreement must include, but not limited to:

- (1) Name of the consultant and/or subcontractor;
- (2) Organizational affiliation;
- (3) Number of days consultation for subcontractor's Scopes of Work;

(4) Expected rate of compensation; and

(5) Justification for subcontractor and/or consultation charges.

Charges will be negotiated in advance with Count's Contract Manager and approved by the Director, OAPP.

18. CONTRACTOR'S SUBCONTRACTOR/CONSULTANT REQUIREMENTS:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services. (See ADDITIONAL PROVISIONS section for more detailed information).

19. MATERIAL AND EQUIPMENT: The purchase of all material and/or equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee

20. CULTURAL COMPETENCY: Program staff should display non-judgmental, cultural-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

EXHIBIT A-1
SCOPE OF WORK
Date of Board Approval through June 30, 2009

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: A twelve (12) month campaign with integrated, strategic approach designed to reach persons in accordance with the 2009 – 2013 Los Angeles County HIV Prevention Plan to be delivered to groups and communities at the highest risk for HIV transmission. Priority populations are those outlined in the HIV Prevention Plan with an aim to encourage groups and communities to know their risks for HIV, test and obtain treatment and HIV Drug Assistance services where needed for HIV/AIDS. All materials should be in English and Spanish at a minimum and other languages as requested.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1. By June 30, 2009, design an integrated plan that achieves Goal Number One (1) for twelve (12) consecutive months.	<p>1.1 Contractor must develop a report detailing each marketing approach including, but not limited to: partnerships, sponsorships, advertising, media relations, creative services, product placement, music marketing, and cause related marketing along with a timeline that details the stages of campaign development including, but not limited to: materials approval, event arrangements, publicity efforts, campaign implementation, evaluation activities, design, development, production, documentation, and archiving of materials. Timeline must include specific campaigns including, but not limited to: HIV Testing Week and World AIDS Day. This must be submitted to County Program Manager for approval and shall be incorporated into the Statement of Work when approved.</p> <p>1.2 Contractor's creative talent must handle materials development, including, but not limited to: a media plan for traditional and other, unique non-traditional direct marketing initiatives. This must include the creation of collateral and incentive materials concept, production and distribution through different outlets. All materials must be field tested through focus groups and interviews or other industry standards and County Program Manager must approve prior to implementation.</p>	<p>By 10/31/08 and ongoing.</p> <p>By 10/31/08 and ongoing.</p>	<p>1.1 A hard and electronic copy of the report and timeline must be provided to County Program Manager and maintained on file by the Contractor. Contractor must maintain County Program Manager's written approval on file authorizing the approved timeline.</p> <p>1.2 Copies of all draft materials must be kept on file with the final copy to County Program Manager. Contractor must maintain the County Program Manager's written approval on file authorizing the approved final materials. Submission for Ad copy is hard and electronic copy. Electronic copy must be in the form of JPEGs for GIF for all materials used. Framed copies of all posters and materials will be provided by the Contractor to County at the end of each campaign. County owns final product and is entitled to use or share the materials at its discretion.</p>

Contractor:
Contract #:

KCBS Marketing, Inc
PH-Pending

EXHIBIT A-1

SCOPE OF WORK

Date of Board Approval through June 30, 2009

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: A twelve (12) month campaign with integrated, strategic approach designed to reach persons in accordance with the 2009 – 2013 Los Angeles County HIV Prevention Plan to be delivered to groups and communities at the highest risk for HIV transmission. Priority populations are those outlined in the HIV Prevention Plan with an aim to encourage groups and communities to know their risks for HIV, test and obtain treatment and HIV Drug Assistance services where needed for HIV/AIDS. All materials should be in English and Spanish at a minimum and other languages as requested.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	1.3 Contractor must develop a written strategy for all traditional marketing outlets including, but not limited to: radio, TV, cable, print or other out-of-home, for all activities designed to reach the target audience. Contractor must utilize County data as well as proprietary Contractor data to design the strategy. Detail include, but not limited to: describing the total dollar amount for each form of media and for each specific spot or Ad, deadlines for materials submission in order to reserve space, the circulation or audience, specific times for radio or cable spots and run date and Ad location for print publications, number of issues to be published and the cost per publication or Ad spot. County Program Manager must approve of the plan prior to implementation.	By 11/30/08 and ongoing.	1.3 The strategic marketing plan must be kept on file by Contractor and submitted in electronic and hardcopy format to County Program Manager upon completion. Electronic submission can be in the form of PDF file. Contractor must maintain the written approval on file authorizing the approved final materials.
	1.4 Contractor must develop a written strategy for all unique, new non-traditional direct marketing plans. Contractor must utilize County data as well as proprietary Contractor data to design the strategy. Contractor must include data that quantified the costs and benefits for all non-traditional marketing. County Program Manager must approve of the plan prior to implementation.	By 11/30/08 and ongoing.	1.4 The written strategy must be kept on file by Contractor and submitted in electronic and hardcopy format to County Program Manager upon completion. Contractor must keep County Program Manager's written approval on file.
	1.5 Contractor must develop a partnership-marketing plan that extends throughout the entire calendar year including, but not limited to: incentives, promotional items, collateral materials and their distribution for any campaign that will use the brand of the County campaign. County Program Manager must approve of the plan prior implementation.	By 11/30/08 and ongoing.	1.5 The partnership-marketing plan must be kept on file by Contractor and submitted in electronic and hard copy format to County Program Manager. Electronic submission can be in the form of PDF file, except images which should be in JPG or GIF format. Contractor must keep County Program Manager's written approval on file. All collateral

EXHIBIT A-1
SCOPE OF WORK
Date of Board Approval through June 30, 2009

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: A twelve (12) month campaign with integrated, strategic approach designed to reach persons in accordance with the 2009 – 2013 Los Angeles County HIV Prevention Plan to be delivered to groups and communities at the highest risk for HIV transmission. Priority populations are those outlined in the HIV Prevention Plan with an aim to encourage groups and communities to know their risks for HIV, test and obtain treatment and HIV Drug Assistance services where needed for HIV/AIDS. All materials should be in English and Spanish at a minimum and other languages as requested.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	1.6 Contractor must arrange for design, layout, printing and distribution, as needed, of materials designed to illustrate the work of, or promote the services provided by County with regard to HIV prevention, treatment and care services on an as needed basis. This may include, but not limited to: t-shirts, posters, and wristbands. All materials require the approval of the County Program Manager.	By 11/1/08 and ongoing.	1.6 Printed materials must be kept on file by Contractor and submitted in electronic and hard copy format to County Program Manager. Electronic submission can be in the form of or GIF format. All collateral materials must be kept on file by Contractor and County..
1A. By June 30, 2010, 30% of the total cost of the materials and efforts towards goals one should be in Spanish.	1A.1 Contractor must translate materials and submit to County Program Manager for approval. Summarize percentage of cost incurred for Spanish materials.	By 11/1/08 and ongoing.	1A.1 This must be included in the approved strategic marketing plan provided to County Program Manager. Copies of all materials in Spanish or any other language must be provided to County Program Manager in GIF or JPEG format. Contractor must keep County's
1B. By June 30, 2010, members of targeted BRGs will have an 85% likelihood of hearing, seeing or being exposed to the campaign.	1B.1 Contractor must list the appropriate industry standard indicators of campaign effectiveness such as, but not limited to: the daily effective count, the reach, frequency, gross rating points, cost per measure. Contractor must provide an estimate of the number of residents who will be exposed to the campaign based on the strategic approach plan. Failure to comply with these requirements shall result in an assessment of up to 10% deduction of the total quarterly invoice.	By 11/1/08 and ongoing.	1B.1 This must be included in the approved strategic marketing plan provided to County Program Manager

Contractor:
Contract #:

KCBS Marketing, Inc
PH-Pending

**EXHIBIT A-1
SCOPE OF WORK**

Date of Board Approval through June 30, 2009

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: A twelve (12) month campaign with integrated, strategic approach designed to reach persons in accordance with the 2009 – 2013 Los Angeles County HIV Prevention Plan and to be delivered to groups and communities at the highest risk for HIV transmission. Priority populations are those outlined in the HIV Prevention Plan with an aim to encourage groups and communities to know their risks for HIV, test and obtain treatment and HIV Drug Assistance services where needed for HIV/AIDS. All materials should be in English and Spanish at a minimum and other languages as requested.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2. By June 30, 2009, implementation of the strategic approach.	2.1 Contractor must comply with the requirements of objective one and placement of advertisements, promotions, or incentives with approved outlets.	By 9/2/08 and ongoing.	2.1 Contractor must obtain two (2) newsprint copies for print Ads. A return on investment report must be provided in hard copy and electronically detailing the implementation of the campaigns. Other reports may be requested in writing as needed by County Program Manager.
2A. By June 30, 2009, provide County with an invoice requesting reimbursement of expenditures.	1B.1 Contractor must detail all charges for the marketing approach for each campaign. Quantify what services are provided by Contractor on behalf of County. For example, an out-of-home media campaign would the number of bulletins purchased on behalf of OAPP County. Similarly, an Ad cable buy would list the number of Ads obtained detailed by outlets. Contractor must submit copies of all original vendor receipts. No commission greater than the industry standard 15% should be earned. Where the commission is not earned the fee cannot be greater than 15% of the cost to Contractor for the service. A copy of all print advertisements or submission of supporting documentation may result in a denial of reimbursement	By 9/2/08 and ongoing.	2A.1 A copy of each invoice and all documentation must be kept on file by Contractor and submitted to County Program Manager. Submissions must be reviewed and verified by County Program Manager.
2B. By June 30, 2009, provide a monthly statement to County.	2B.1 Contractor's monthly statement must list invoices by number with a short detailed description, and charge. Monthly statement must total the amount of unpaid invoices.	By 9/2/08 and ongoing.	2B.1 A copy of each invoice and all documentation must be kept on file by Contractor and submitted to County Program Manager. Submissions must be reviewed and verified by County Program Manager.

EXHIBIT A-1
SCOPE OF WORK
Date of Board Approval through June 30, 2009

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	2B.2 Contractor's monthly statement must indicate invoices that have been paid since the last statement.	By 10/10/08 and ongoing.	2B.2 A copy of each invoice and all documentation must be kept on file by Contractor and submitted to County Program Manager. Submissions must be reviewed and verified by County Program Manager.
3. By June 30, 2009, prepare a final report on all activities.	3.1 Contractor must provide County Program Manager the final report listing all activities on behalf of County. Report must include details and a summary of all costs incurred and campaign outcomes.	By 6/30/09.	2. 1 A copy of the report must be kept on file by Contractor and County.
3A. By June 30, 2009, a summary of the current year strategic plan shall be submitted to County with the final report.	3A.1 Contractor's summary must include the listing of all forms of media used and the industry standard appropriate indicators with the total cost value.	By 6/30/09.	3A.1 The final strategic marketing plan must be submitted with the final report electronically along with hard copy to County Program Manager.

Contractor:
Contract #:

KCBS Marketing, Inc
PH-Pending

**EXHIBIT A-1
SCOPE OF WORK**

Date of Board Approval through June 30, 2009

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 2: To raise awareness of HIV prevention, treatment, education and care services and to promote local activities for National Latino AIDS Awareness Day, the commemoration of World AIDS Day, and during HIV Testing Week, National Black HIV/AIDS Awareness Day and other events as requested, through an integrated strategy of different marketing approaches. All materials and media should be at a minimum in English and Spanish with other languages developed upon request.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1. By June 30, 2009, implementation of an integrated approach with different strategic approaches designed to maximize participation in, and coverage of, community events.	1.1 Contractor must develop a plan to raise awareness to accomplish Goal No. 2. Plan must include each strategic approach and detailed analysis describing benefits, commitments, terms, conditions, price, cost-analysis and value. All partnership and promotions must be approved in advance by County Program Manager, plan shall be presented to the SMCAB.	By 9/2/08 and ongoing.	1.1 List of corporate partners for different events. Partnership report must be kept on file by Contractor and submitted to County Program Manager in an electronic form (pdf) along with a hard copy. Contractor attendance at SMCAB meetings must be recorded and kept on file by Contractor and County.
	1.2 Contractor must handle all aspects of media relations designed to raise awareness, including, but not limited to: developing a calendar of events, media advisory, media interview advisory, news (press) releases and public service announcements (PSAs), posters, branded give-aways, and collateral materials for each event. All materials must be submitted to County Program Manager for approval prior to distribution.	By 9/2/08 and ongoing.	1.2 List of interviews, featured stories, calendar listings, collateral materials, and promo spots must be kept on file and submitted to County Program Manager no later than 06/30/06. All documents developed on behalf of County must be submitted with the final report to County Program Manager.
	1.2.1 Contractor must distribute wires, releases, advisories and PSAs as needed.	By 9/2/08 and ongoing.	1.2.1 A complete list of wires, releases, advisories and PSAs must be kept on file by Contractor and submitted with final report to County Program Manager.
	1.2.2 Contractor must schedule interviews and maintain a list of interviews, locations, outlet, dates and times.	By 9/2/08 and ongoing.	1.2.2 A complete list must be kept on file and number of participants reported in the final report to County Program Manager.
	1.2.3 Contractor must obtain copies of all interviews by transcript, tape, or video and submit to County Program Manager.	By 9/2/08 and ongoing.	1.2.2 A complete list must be kept on file and number of participants reported in the final report to County Program Manager.

EXHIBIT A-1
SCOPE OF WORK
Date of Board Approval through June 30, 2009

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 2: To raise awareness of HIV prevention, treatment, education and care services and to promote local activities for National Latino AIDS Awareness Day, the commemoration of World AIDS Day, and during HIV Testing Week, National Black HIV/AIDS Awareness Day and other events as requested, through an integrated strategy of different marketing approaches. All materials and media should be at a minimum in English and Spanish with other languages developed upon request.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	1.3 Contractor must provide promotional and incentive items designed to raise awareness of media and community members of the opportunities for prevention, treatment, education and care services during County sponsored events. All items must be approved by County Program Manager prior to order or distribution.	By 9/2/08 and ongoing.	1.3 A complete record of promotional items distributed must be maintained and examples of each item must be provided to County Program Manager prior to distribution. County Program Manager's approval must be kept on file by Contractor.
1A. By June 30, 2009, a minimum of 55% of the target audience will be exposed to the campaign through strategic marketing approaches utilized for Latino AIDS Awareness Day.	1A.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 11/15/08.	1A.1 A return on investment (ROI) report must be submitted to County Program Manager with the final report. This must include an aggregate circulation/reach total.
1B. By June 30, 2009, a minimum of 85% of targeted BRGs will be exposed to the campaign through the strategic marketing approaches for World AIDS Day.	1B.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 01/15/09.	1B.1 A ROI report must be submitted to County Program Manager with the final report. This must include an aggregate circulation/reach total.
1C. By June 30, 2009, a minimum of 85% of targeted BRGs will be exposed to the campaign message through the strategic marketing approaches utilized for HIV Testing Week.	1C.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 6/30/09.	1C.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and definitions of how this was determined.
1D. By June 30, 2009, a minimum of 55% of the target audience will be exposed to the campaign through strategic marketing approaches for National Black HIV/AIDS Awareness Day.	1D.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 03/15/09	1D.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and definitions of how this was determined.

EXHIBIT A-1
SCOPE OF WORK
Date of Board Approval through June 30, 2009

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 2: To raise awareness of HIV prevention, treatment, education and care services and to promote local activities for National Latino AIDS Awareness Day, the commemoration of World AIDS Day, and during HIV Testing Week, National Black HIV/AIDS Awareness Day and other events as requested, through an integrated strategy of different marketing approaches. All materials and media should be at a minimum in English and Spanish with other languages developed upon request.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1E. By June 30, 2009, all events provided on behalf of County with penetration into the target audience negotiated at the time of the request to provide support or provide an event.	1E.1 Contractor must compile a summary of all events and all marketing efforts to support or promote the event(s) and submit to County Program Manager.	By 9/2/08 and ongoing.	1E.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and definitions of how this was calculated.
1F. By December 31, 2008, the total marketing value of all campaign will exceed \$1,500,000.	1F.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 9/2/08 and ongoing.	1F.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and an explanation of how this was determined.
1G. By June 30, 2009, the total marketing value of the strategic marketing campaign will exceed \$3,000,000.	1G.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 9/2/08 and ongoing.	1G.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and an explanation of how this was determined.
1H. Partnership marketing will increase the value of the campaign by an amount that is four times any cost of partnership to County.	1G.1 Contractor must use standard marketing indicators of effectiveness to determine the total marketing value of the partnerships and submit to County Program Manager.	By 9/2/08 and ongoing.	1H.1 A ROI report must be submitted to County Program Manager with the final report. This must include the aggregate total value and an explanation of how this was determined

EXHIBIT A-1
SCOPE OF WORK
Date of Board Approval through June 30, 2009

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 3: All aspects of the campaign will be evaluated based on industry standards and negotiated outcome indicators and a final report prepared in summarizing findings and making recommendations for the improvement of services.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1. By June 30, 2009, an evaluation plan shall be created and implemented.	1.1 Contractor must work with OAPP to develop an evaluation plan to cover all aspects of the annual campaign development and implementation. Plan must be approved by County Program Manager.	By 11/30/08.	1.1 Copy of the evaluation plan shall be kept on file by Contractor and reviewed by County Program Manager. Contractor attendance must be recorded via sign-in sheets and maintained on file at County.
	1.2 Contractor must provide evaluation services throughout the campaign and post-campaign after approval by County Program Manager.	By 9/2/08 and ongoing.	1.2 Monthly reports shall be kept on file by Contractor and submitted to County Program Manager for review and comment.
1A. By December 30, 2008, a quarterly report must be provided.	1A.1 Contractor must develop a quarterly report format and forward to County Program Manager for approval.	By 9/2/08 and ongoing.	1A.1 A copy of the approved quarterly report must be kept on file by Contractor and submitted electronically to County Program Manager.
1B. By December 30, 2008, a quarterly invoice shall be provided.	1B.1 Contractor must submit a quarterly invoice that must include copies of receipts for expenses incurred and list the gross and net charges for commissions earned.	By 9/2/08 and ongoing.	1B.1 This is to be included in the approved strategic marketing plan provided to County Program Manager.
2. By June 30, 2009, final report due.	2.1 Contractor must submit semi-annual and final report that compiles and summarizes evaluation activities and measures outcomes for the campaign.	By 12/31/08 and 6/30/09.	2.1 A copy of the final report shall be kept on file by Contractor and reviewed by County Program Manager.

SCHEDULE 1

KCBS MARKETING, INC.

HUMAN IMMUNODEFICIENCY VIRUS HIV/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) SOCIAL MARKETING SERVICES AGREEMENT

	<u>Budget Period</u>
	Date of Board Approval through <u>June 30, 2009</u>
Operating Expenses	\$ 693,000
Consultants/Subcontracts	\$ 107,000
Indirect Cost	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 800,000

*Allocation is comprised of:

\$ 400,000 of federal (CDC) funds
\$ 200,000 of CDPH-OA funds
\$ 200,000 of NCC

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

EXHIBIT A-2
SCOPE OF WORK
July 1, 2009 through June 30, 2010

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: A twelve (12) month campaign with integrated, strategic approach designed to reach persons in accordance with the 2009 – 2013 Los Angeles County HIV Prevention Plan to be delivered to groups and communities at the highest risk for HIV transmission. Priority populations are those outlined in the HIV Prevention Plan with an aim to encourage groups and communities to know their risks for HIV, test and obtain treatment and HIV Drug Assistance services where needed for HIV/AIDS. All materials should be in English and Spanish at a minimum and other languages as requested.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1. By June 30, 2010, design an integrated plan that achieves Goal Number One (1) for twelve (12) consecutive months.	1.1 Contractor must develop a report detailing each marketing approach including, but not limited to: partnerships, sponsorships, advertising, media relations, creative services, product placement, music marketing, and cause related marketing along with a timeline that details the stages of campaign development including, but not limited to: materials approval, event arrangements, publicity efforts, campaign implementation, evaluation activities, design, development, production, documentation, and archiving of materials. Timeline must include specific campaigns including, but not limited to: HIV Testing Week and World AIDS Day. This must be submitted to County Program Manager for approval and shall be incorporated into the Statement of Work when approved.	By 7/1/09 and ongoing.	1.1 A hard and electronic copy of the report and timeline must be provided to County Program Manager and maintained on file by the Contractor. Contractor must maintain County Program Manager's written approval on file authorizing the approved timeline
1.2 Contractor's creative talent must handle materials development, including, but not limited to: a media plan for traditional and other, unique non-traditional direct marketing initiatives. This must include the creation of collateral and incentive materials concept, production and distribution through different outlets. All materials must be field tested through focus groups and interviews or other industry standards and County Program Manager must approve prior to implementation.	1.2 Contractor's creative talent must handle materials development, including, but not limited to: a media plan for traditional and other, unique non-traditional direct marketing initiatives. This must include the creation of collateral and incentive materials concept, production and distribution through different outlets. All materials must be field tested through focus groups and interviews or other industry standards and County Program Manager must approve prior to implementation.	By 7/1/09 and ongoing.	1.2 Copies of all draft materials must be kept on file with the final copy to County Program Manager. Contractor must maintain the County Program Manager's written approval on file authorizing the approved final materials. Submission for Ad copy is hard and electronic copy. Electronic copy must be in the form of JPEGs for GIF for all materials used. Framed copies of all posters and materials will be provided by the Contractor to County at the end of each campaign. County owns final product and is entitled to use or share the materials at its discretion.

Contractor:
Contract #:

KCBS Marketing, Inc
PH-Pending

EXHIBIT A-2
SCOPE OF WORK
July 1, 2009 through June 30, 2010

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: A twelve (12) month campaign with integrated, strategic approach designed to reach persons in accordance with the 2009 – 2013 Los Angeles County HIV Prevention Plan to be delivered to groups and communities at the highest risk for HIV transmission. Priority populations are those outlined in the HIV Prevention Plan with an aim to encourage groups and communities to know their risks for HIV, test and obtain treatment and HIV Drug Assistance services where needed for HIV/AIDS. All materials should be in English and Spanish at a minimum and other languages as requested.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	1.3 Contractor must develop a written strategy for all traditional marketing outlets including, but not limited to: radio, TV, cable, print or other out-of-home, for all activities designed to reach the target audience. Contractor must utilize County data as well as proprietary Contractor data to design the strategy. Detail include, but not limited to: describing the total dollar amount for each form of media and for each specific spot or Ad, deadlines for materials submission in order to reserve space, the circulation or audience, specific times for radio or cable spots and run date and Ad location for print publications, number of issues to be published and the cost per publication or Ad spot. County Program Manager must approve of the plan prior to implementation.	By 7/1/09 and ongoing.	1.3 The strategic marketing plan must be kept on file by Contractor and submitted in electronic and hardcopy format to County Program Manager upon completion. Electronic submission can be in the form of PDF file. Contractor must maintain the written approval on file authorizing the approved final materials.
	1.4 Contractor must develop a written strategy for all unique, new non-traditional direct marketing plans. Contractor must utilize County data as well as proprietary Contractor data to design the strategy. Contractor must include data that quantified the costs and benefits for all non-traditional marketing. County Program Manager must approve of the plan prior to implementation.	By 7/1/09 and ongoing.	1.4 The written strategy must be kept on file by Contractor and submitted in electronic and hardcopy format to County Program Manager upon completion. Contractor must keep County Program Manager's written approval on file.
	1.5 Contractor must develop a partnership-marketing plan that extends throughout the entire calendar year including, but not limited to: incentives, promotional items, collateral materials and their distribution for any campaign that will use the brand of the County campaign. County Program Manager must approve of the plan prior implementation.	By 7/1/09 and ongoing.	1.5 The partnership-marketing plan must be kept on file by Contractor and submitted in electronic and hard copy format to County Program Manager. Electronic submission can be in the form of PDF file, except images which should be in JPG or GIF format. Contractor must keep County Program Manager's written approval on file. All collateral materials must be kept on file by Contractor and County.

Contractor:
Contract #:

KCBS Marketing, Inc
PH-Pending

EXHIBIT A-2
SCOPE OF WORK
July 1, 2009 through June 30, 2010

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: A twelve (12) month campaign with integrated, strategic approach designed to reach persons in accordance with the 2009 – 2013 Los Angeles County HIV Prevention Plan to be delivered to groups and communities at the highest risk for HIV transmission. Priority populations are those outlined in the HIV Prevention Plan with an aim to encourage groups and communities to know their risks for HIV, test and obtain treatment and HIV Drug Assistance services where needed for HIV/AIDS. All materials should be in English and Spanish at a minimum and other languages as requested.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	1.6 Contractor must arrange for design, layout, printing and distribution, as needed, of materials designed to illustrate the work of, or promote the services provided by County with regard to HIV prevention, treatment and care services on an as needed basis. This may include, but not limited to: t-shirts, posters, and wristbands. All materials require the approval of the County Program Manager.	By 7/1/09 and ongoing.	1.6 Printed materials must be kept on file by Contractor and submitted in electronic and hard copy format to County Program Manager. Electronic submission can be in the form of or GIF format. All collateral materials must be kept on file by Contractor and County..
1A. By June 30, 2010, 30% of the total cost of the materials and efforts towards goals one should be in Spanish.	1A.1 Contractor must translate materials and submit to County Program Manager for approval. Summarize percentage of cost incurred for Spanish materials.	By 7/1/09 and ongoing.	1A.1 This must be included in the approved strategic marketing plan provided to County Program Manager. Copies of all materials in Spanish or any other language must be provided to County Program Manager in GIF or JPEG format. Contractor must keep County's written approval regarding
1B. By June 30, 2010, members of targeted BRGs will have an 85% likelihood of hearing, seeing or being exposed to the campaign.	1B.1 Contractor must list the appropriate industry standard indicators of campaign effectiveness such as, but not limited to: the daily effective count, the reach, frequency, gross rating points, cost per measure. Contractor must provide an estimate of the number of residents who will be exposed to the campaign based on the strategic approach plan. Failure to comply with these requirements shall result in an assessment of up to 10% deduction of the total quarterly invoice.	By 7/1/09 and ongoing.	1B.1 This must be included in the approved strategic marketing plan provided to County Program Manager

EXHIBIT A-2
SCOPE OF WORK
July 1, 2009 through June 30, 2010

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: A twelve (12) month campaign with integrated, strategic approach designed to reach persons in accordance with the 2009 – 2013 Los Angeles County HIV Prevention Plan to be delivered to groups and communities at the highest risk for HIV transmission. Priority populations are those outlined in the HIV Prevention Plan with an aim to encourage groups and communities to know their risks for HIV, test and obtain treatment and HIV Drug Assistance services where needed for HIV/AIDS. All materials should be in English and Spanish at a minimum and other languages as requested.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2. By June 30, 2010, implementation of the strategic approach.	2.1 Contractor must comply with the requirements of objective one and placement of advertisements, promotions, or incentives with approved outlets.	By 7/1/09 and ongoing.	2.1 Contractor must obtain two (2) newsprint copies for print Ads. A return on investment report must be provided in hard copy and electronically detailing the implementation of the campaigns. Other reports may be requested in writing as needed by County Program Manager.
2A. By June 30, 2010, provide County with an invoice requesting reimbursement of expenditures.	1B.1 Contractor must detail all charges for the marketing approach for each campaign. Quantify what services are provided by Contractor on behalf of County. For example, an out-of-home media campaign would the number of bulletins purchased on behalf of OAPP County. Similarly, an Ad cable buy would list the number of Ads obtained detailed by outlets. Contractor must submit copies of all original vendor receipts. No commission greater than the industry standard 15% should be earned. Where the commission is not earned the fee cannot be greater than 15% of the cost to Contractor for the service. A copy of all print advertisements must be submitted. Failure to follow instructions or submission of supporting documentation may result in a denial of reimbursement	By 7/1/09 and ongoing.	2A.1 A copy of each invoice and all documentation must be kept on file by Contractor and submitted to County Program Manager. Submissions must be reviewed and verified by County Program Manager.
2B. By June 30, 2010, provide a monthly statement to County.	2B.1 Contractor's monthly statement must list invoices by number with a short detailed description, and charge. Monthly statement must total the amount of unpaid invoices.	By 7/1/09 and ongoing.	2B.1 A copy of each invoice and all documentation must be kept on file by Contractor and submitted to County Program Manager. Submissions must be reviewed and verified by County Program Manager.

Contractor:
Contract #:

KCBS Marketing, Inc
PH-Pending

EXHIBIT A-2
SCOPE OF WORK
July 1, 2009 through June 30, 2010

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: A twelve (12) month campaign with integrated, strategic approach designed to reach persons in accordance with the 2009 – 2013 Los Angeles County HIV Prevention Plan to be delivered to groups and communities at the highest risk for HIV transmission. Priority populations are those outlined in the HIV Prevention Plan with an aim to encourage groups and communities to know their risks for HIV, test and obtain treatment and HIV Drug Assistance services where needed for HIV/AIDS. All materials should be in English and Spanish at a minimum and other languages as requested.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	2B.2 Contractor's monthly statement must indicate invoices that have been paid since the last statement.	By 8/10/09 and ongoing.	2B.2 A copy of each invoice and all documentation must be kept on file by Contractor and submitted to County Program Manager. Submissions must be reviewed and verified by County Program Manager.
3. By June 30, 2010, prepare a final report on all activities.	3.1 Contractor must provide County Program Manager the final report listing all activities on behalf of County. Report must include details and a summary of all costs incurred and campaign outcomes.	By 6/30/10.	2. 1 A copy of the report must be kept on file by Contractor and County.
3A. By June 30, 2010, a summary of the current year strategic plan shall be submitted to County with the final report.	3A.1 Contractor's summary must include the listing of all forms of media used and the industry standard appropriate indicators with the total cost value.	By 6/30/10.	3A.1 The final strategic marketing plan must be submitted with the final report electronically along with hard copy to County Program Manager.

Contractor:
Contract #:

KCBS Marketing, Inc
PH-Pending

**EXHIBIT A-2
SCOPE OF WORK
July 1, 2009 through June 30, 2010**

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 2: To raise awareness of HIV prevention, treatment, education and care services and to promote local activities for National Latino AIDS Awareness Day, the commemoration of World AIDS Day, and during HIV Testing Week, National Black HIV/AIDS Awareness Day and other events as requested, through an integrated strategy of different marketing approaches. All materials and media should be at a minimum in English and Spanish with other languages developed upon request.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1. By June 30, 2010, implementation of an integrated approach with different strategic approaches designed to maximize participation in, and coverage of, community events.	1.1 Contractor must develop a plan to raise awareness to accomplish Goal No. 2. Plan must include each strategic approach and detailed analysis describing benefits, commitments, terms, conditions, price, cost-analysis and value. All partnership and promotions must be approved in advance by County Program Manager, plan shall be presented to the SMCAB.	By 7/1/09 and ongoing.	1.1 List of corporate partners for different events. Partnership report must be kept on file by Contractor and submitted to County Program Manager in an electronic form (pdf) along with a hard copy. Contractor attendance at SMCAB meetings must be recorded and kept on file by Contractor and County.
	1.2 Contractor must handle all aspects of media relations designed to raise awareness, including, but not limited to: developing a calendar of events, media advisory, media interview advisory, news (press) releases and public service announcements (PSAs), posters, branded give-aways, and collateral materials for each event. All materials must be submitted to County Program Manager for approval prior to distribution.	By 7/1/09 and ongoing.	1.2 List of interviews, featured stories, calendar listings, collateral materials, and promo spots must be kept on file and submitted to County Program Manager no later than 06/30/06. All documents developed on behalf of County must be submitted with the final report to County Program Manager.
	1.2.1 Contractor must distribute wires, releases, advisories and PSAs as needed.	By 7/1/09 and ongoing.	1.2.1 A complete list of wires, releases, advisories and PSAs must be kept on file by Contractor and submitted with final report to County Program Manager.
	1.2.2 Contractor must schedule interviews and maintain a list of interviews, locations, outlet, dates and times.	By 7/1/09 and ongoing.	1.2.2 A complete list must be kept on file and number of participants reported in the final report to County Program Manager.
	1.2.3 Contractor must obtain copies of all interviews by transcript, tape, or video and submit to County Program Manager.	By 7/1/09 and ongoing.	1.2.2 A complete list must be kept on file and number of participants reported in the final report to County Program Manager.

Contractor:
Contract #:

KCBS Marketing, Inc
PH-Pending

**EXHIBIT A-2
SCOPE OF WORK
July 1, 2009 through June 30, 2010**

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 2: To raise awareness of HIV prevention, treatment, education and care services and to promote local activities for National Latino AIDS Awareness Day, the commemoration of World AIDS Day, and during HIV Testing Week, National Black HIV/AIDS Awareness Day and other events as requested, through an integrated strategy of different marketing approaches. All materials and media should be at a minimum in English and Spanish with other languages developed upon request.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	1.3 Contractor must provide promotional and incentive items designed to raise awareness of media and community members of the opportunities for prevention, treatment, education and care services during County sponsored events. All items must be approved by County Program Manager prior to order or distribution.	By 7/1/09 and ongoing.	1.3 A complete record of promotional items distributed must be maintained and examples of each item must be provided to County Program Manager prior to distribution. County Program Manager's approval must be kept on file by Contractor.
1A. By June 30, 2010, a minimum of 55% of the target audience will be exposed to the campaign through strategic marketing approaches utilized for Latino AIDS Awareness Day.	1A.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 11/15/09.	1A.1 A return on investment (ROI) report must be submitted to County Program Manager with the final report. This must include an aggregate circulation/reach total.
1B. By June 30, 2010, a minimum of 85% of targeted BRGs will be exposed to the campaign through the strategic marketing approaches for World AIDS Day.	1B.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 01/15/10.	1B.1 A ROI report must be submitted to County Program Manager with the final report. This must include an aggregate circulation/reach total.
1C. By June 30, 2010, a minimum of 85% of targeted BRGs will be exposed to the campaign message through the strategic marketing approaches utilized for HIV Testing Week.	1C.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 6/30/10.	1C.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and definitions of how this was determined.
1D. By June 30, 2010, a minimum of 55% of the target audience will be exposed to the campaign through strategic marketing approaches for National Black HIV/AIDS Awareness Day.	1D.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 03/15/10	1D.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and definitions of how this was determined.

Contractor:
Contract #:

KCBS Marketing, Inc
PH-Pending

**EXHIBIT A-2
SCOPE OF WORK
July 1, 2009 through June 30, 2010**

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 2: To raise awareness of HIV prevention, treatment, education and care services and to promote local activities for National Latino AIDS Awareness Day, the commemoration of World AIDS Day, and during HIV Testing Week, National Black HIV/AIDS Awareness Day and other events as requested, through an integrated strategy of different marketing approaches. All materials and media should be at a minimum in English and Spanish with other languages developed upon request.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1E. By June 30, 2010, all events provided on behalf of County with penetration into the target audience negotiated at the time of the request to provide support or provide an event.	1E.1 Contractor must compile a summary of all events and all marketing efforts to support or promote the event(s) and submit to County Program Manager.	By 7/1/09 and ongoing.	1E.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and definitions of how this was calculated.
1F. By December 31, 2009, the total marketing value of all campaign will exceed \$1,500,000.	1F.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 7/1/09 and ongoing.	1F.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and an explanation of how this was determined.
1G. By June 30, 2010, the total marketing value of the strategic marketing campaign will exceed \$3,000,000.	1G.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 7/1/09 and ongoing.	1G.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and an explanation of how this was determined.
1H. Partnership marketing will increase the value of the campaign by an amount that is four times any cost of partnership to County.	1G.1 Contractor must use standard marketing indicators of effectiveness to determine the total marketing value of the partnerships and submit to County Program Manager.	By 7/1/09 and ongoing.	1H.1 A ROI report must be submitted to County Program Manager with the final report. This must include the aggregate total value and an explanation of how this was determined.

Contractor:
Contract #:

KCBS Marketing, Inc
PH-Pending

EXHIBIT A-2
SCOPE OF WORK
July 1, 2009 through June 30, 2010

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 3: All aspects of the campaign will be evaluated based on industry standards and negotiated outcome indicators and a final report prepared in summarizing findings and making recommendations for the improvement of services.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1. By June 30, 2010, an evaluation plan shall be created and implemented.	1.1 Contractor must work with OAPP to develop an evaluation plan to cover all aspects of the annual campaign development and implementation. Plan must be approved by County Program Manager.	By 7/1/09.	1.1 Copy of the evaluation plan shall be kept on file by Contractor and reviewed by County Program Manager. Contractor attendance must be recorded via sign-in sheets and maintained on file at County.
	1.2 Contractor must provide evaluation services throughout the campaign and post-campaign after approval by County Program Manager.	By 7/1/09 and ongoing.	1.2 Monthly reports shall be kept on file by Contractor and submitted to County Program Manager for review and comment.
1A. By September 30, 2009, a quarterly report must be provided.	1A.1 Contractor must develop a quarterly report format and forward to County Program Manager for approval.	By 7/1/07 and ongoing.	1A.1 A copy of the approved quarterly report must be kept on file by Contractor and submitted electronically to County Program Manager.
1B. By September 30, 2009, a quarterly invoice shall be provided.	1B.1 Contractor must submit a quarterly invoice that must include copies of receipts for expenses incurred and list the gross and net charges for commissions earned.	By 7/1/09 and ongoing.	1B.1 This is to be included in the approved strategic marketing plan provided to County Program Manager.
2. By June 30, 2010, final report due.	2.1 Contractor must submit semi-annual and final report that compiles and summarizes evaluation activities and measures outcomes for the campaign.	By 12/31/09 and 6/30/10.	2.1 A copy of the final report shall be kept on file by Contractor and reviewed by County Program Manager.

**SCHEDULE 2
KCBS MARKETING, INC.**

**HUMAN IMMUNODEFICIENCY VIRUS HIV/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
SOCIAL MARKETING SERVICES AGREEMENT**

	<u>Budget Period</u>
	July 1, 2009 through <u>June 30, 2010</u>
Operating Expenses	\$ 693,000
Consultants/Subcontracts	\$ 107,000
Indirect Cost	\$ <u>0</u>
TOTAL PROGRAM BUDGET	\$ 800,000

*Allocation is comprised of:

\$ 400,000 of federal (CDC) funds
\$ 200,000 of CDPH-OA funds
\$ 200,000 of NCC

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Contractor:
Contract #:

KCBS Marketing, Inc.
PH-Pending

EXHIBIT A-3
SCOPE OF WORK
July 1, 2010 through June 30, 2011

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: A twelve (12) month campaign with integrated, strategic approach designed to reach persons in accordance with the 2009 – 2013 Los Angeles County HIV Prevention Plan to be delivered to groups and communities at the highest risk for HIV transmission. Priority populations are those outlined in the HIV Prevention Plan with an aim to encourage groups and communities to know their risks for HIV, test and obtain treatment and HIV Drug Assistance services where needed for HIV/AIDS. All materials should be in English and Spanish at a minimum and other languages as requested.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1. By June 30, 2011, design an integrated plan that achieves Goal Number One (1) for twelve (12) consecutive months.	<p>1.1 Contractor must develop a report detailing each marketing approach including, but not limited to: partnerships, sponsorships, advertising, media relations, creative services, product placement, music marketing, and cause related marketing along with a timeline that details the stages of campaign development including, but not limited to: materials approval, event arrangements, publicity efforts, campaign implementation, evaluation activities, design, development, production, documentation, and archiving of materials. Timeline must include specific campaigns including, but not limited to: HIV Testing Week and World AIDS Day. This must be submitted to County Program Manager for approval and shall be incorporated into the Statement of Work when approved.</p> <p>1.2 Contractor's creative talent must handle materials development, including, but not limited to: a media plan for traditional and other, unique non-traditional direct marketing initiatives. This must include the creation of collateral and incentive materials concept, production and distribution through different outlets. All materials must be field tested through focus groups and interviews or other industry standards and County Program Manager must approve prior to implementation.</p>	<p>By 7/1/10 and ongoing.</p> <p>By 7/1/10 and ongoing.</p>	<p>1.1 A hard and electronic copy of the report and timeline must be provided to County Program Manager and maintained on file by the Contractor. Contractor must maintain County Program Manager's written approval on file authorizing the approved timeline</p> <p>1.2 Copies of all draft materials must be kept on file with the final copy to County Program Manager. Contractor must maintain the County Program Manager's written approval on file authorizing the approved final materials. Submission for Ad copy is hard and electronic copy. Electronic copy must be in the form of JPEGs for GIF for all materials used. Framed copies of all posters and materials will be provided by the Contractor to County at the end of each campaign. County owns final product and is entitled to use or share the materials at its discretion.</p>

Contractor:
Contract #:

KCBS Marketing, Inc
PH-Pending

**EXHIBIT A-3
SCOPE OF WORK
July 1, 2010 through June 30, 2011**

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Goal No. 1: A twelve (12) month campaign with integrated, strategic approach designed to reach persons in accordance with the 2009 – 2013 Los Angeles County HIV Prevention Plan to be delivered to groups and communities at the highest risk for HIV transmission. Priority populations are those outlined in the HIV Prevention Plan with an aim to encourage groups and communities to know their risks for HIV, test and obtain treatment and HIV Drug Assistance services where needed for HIV/AIDS. All materials should be in English and Spanish at a minimum and other languages as requested.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	1.3 Contractor must develop a written strategy for all traditional marketing outlets including, but not limited to: radio, TV, cable, print or other out-of-home, for all activities designed to reach the target audience. Contractor must utilize County data as well as proprietary Contractor data to design the strategy. Detail include, but not limited to: describing the total dollar amount for each form of media and for each specific spot or Ad, deadlines for materials submission in order to reserve space, the circulation or audience, specific times for radio or cable spots and run date and Ad location for print publications, number of issues to be published and the cost per publication or Ad spot. County Program Manager must approve of the plan prior to implementation.	By 7/1/10 and ongoing.	1.3 The strategic marketing plan must be kept on file by Contractor and submitted in electronic and hardcopy format to County Program Manager upon completion. Electronic submission can be in the form of PDF file. Contractor must maintain the written approval on file authorizing the approved final materials.
	1.4 Contractor must develop a written strategy for all unique, new non-traditional direct marketing plans. Contractor must utilize County data as well as proprietary Contractor data to design the strategy. Contractor must include data that quantified the costs and benefits for all non-traditional marketing. County Program Manager must approve of the plan prior to	By 7/1/10 and ongoing.	1.4 The written strategy must be kept on file by Contractor and submitted in electronic and hardcopy format to County Program Manager upon completion. Contractor must keep County Program Manager's written approval on file.
	1.5 Contractor must develop a partnership-marketing plan that extends throughout the entire calendar year including, but not limited to: incentives, promotional items, collateral materials and their distribution for any campaign that will use the brand of the County campaign. County Program Manager must approve of the plan prior implementation.	By 7/1/10 and ongoing.	1.5 The partnership-marketing plan must be kept on file by Contractor and submitted in electronic and hard copy format to County Program Manager. Electronic submission can be in the form of PDF file, except images which should be in JPG or GIF format. Contractor must keep County Program Manager's written approval on file. All collateral materials must be kept on file by Contractor and County.

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**EXHIBIT A-3
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July 1, 2010 through June 30, 2011**

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	1.6 Contractor must arrange for design, layout, printing and distribution, as needed, of materials designed to illustrate the work of, or promote the services provided by County with regard to HIV prevention, treatment and care services on an as needed basis. This may include, but not limited to: t-shirts, posters, and wristbands. All materials require the approval of the County Program Manager.	By 7/1/10 and ongoing.	1.6 Printed materials must be kept on file by Contractor and submitted in electronic and hard copy format to County Program Manager. Electronic submission can be in the form of or GIF format. All collateral materials must be kept on file by Contractor and County..
1A. By June 30, 2011, 30% of the total cost of the materials and efforts towards goals one should be in Spanish.	1A.1 Contractor must translate materials and submit to County Program Manager for approval. Summarize percentage of cost incurred for Spanish materials.	By 7/1/10 and ongoing.	1A.1 This must be included in the approved strategic marketing plan provided to County Program Manager. Copies of all materials in Spanish or any other language must be provided to County Program Manager in GIF or JPEG format. Contractor must keep County's written approval regarding
1B. By June 30, 2011, members of targeted BRGs will have an 85% likelihood of hearing, seeing or being exposed to the campaign.	1B.1 Contractor must list the appropriate industry standard indicators of campaign effectiveness such as, but not limited to: the daily effective count, the reach, frequency, gross rating points, cost per measure. Contractor must provide an estimate of the number of residents who will be exposed to the campaign based on the strategic approach plan. Failure to comply with these requirements shall result in an assessment of up to 10% deduction of the total quarterly invoice.	By 7/1/10 and ongoing.	1B.1 This must be included in the approved strategic marketing plan provided to County Program Manager

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EXHIBIT A-3
SCOPE OF WORK
July 1, 2010 through June 30, 2011

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2. By June 30, 2011, implementation of the strategic approach.	2.1 Contractor must comply with the requirements of objective one and placement of advertisements, promotions, or incentives with approved outlets.	By 7/1/10 and ongoing.	2.1 Contractor must obtain two (2) newsprint copies for print Ads. A return on investment report must be provided in hard copy and electronically detailing the implementation of the campaigns. Other reports may be requested in writing as needed by County Program Manager.
2A. By June 30, 2011, provide County with an invoice requesting reimbursement of expenditures.	1B.1 Contractor must detail all charges for the marketing approach for each campaign. Quantify what services are provided by Contractor on behalf of County. For example, an out-of-home media campaign would the number of bulletins purchased on behalf of OAPP County. Similarly, an Ad cable buy would list the number of Ads obtained detailed by outlets. Contractor must submit copies of all original vendor receipts. No commission greater than the industry standard 15% should be earned. Where the commission is not earned the fee cannot be greater than 15% of the cost to Contractor for the service. A copy of all print advertisements must be submitted. Failure to follow instructions or submission of supporting documentation may result in a denial of reimbursement.	By 7/1/10 and ongoing.	2A.1 A copy of each invoice and all documentation must be kept on file by Contractor and submitted to County Program Manager. Submissions must be reviewed and verified by County Program Manager.
2B. By June 30, 2011, provide a monthly statement to County.	2B.1 Contractor's monthly statement must list invoices by number with a short detailed description, and charge. Monthly statement must total the amount of unpaid invoices.	By 7/1/10 and ongoing.	2B.1 A copy of each invoice and all documentation must be kept on file by Contractor and submitted to County Program Manager. Submissions must be reviewed and verified by County Program Manager.

Contractor:
Contract #:

KCBS Marketing, Inc
PH-Pending

EXHIBIT A-3
SCOPE OF WORK
July 1, 2010 through June 30, 2011

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 1: A twelve (12) month campaign with integrated, strategic approach designed to reach persons in accordance with the 2009 – 2013 Los Angeles County HIV Prevention Plan to be delivered to groups and communities at the highest risk for HIV transmission. Priority populations are those outlined in the HIV Prevention Plan with an aim to encourage groups and communities to know their risks for HIV, test and obtain treatment and HIV Drug Assistance services where needed for HIV/AIDS. All materials should be in English and Spanish at a minimum and other languages as requested.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	2B.2 Contractor's monthly statement must indicate invoices that have been paid since the last statement.	By 8/10/10 and ongoing.	2B.2 A copy of each invoice and all documentation must be kept on file by Contractor and submitted to County Program Manager. Submissions must be reviewed and verified by County Program Manager.
3. By June 30, 2011, prepare a final report on all activities.	3.1 Contractor must provide County Program Manager the final report listing all activities on behalf of County. Report must include details and a summary of all costs incurred and campaign outcomes.	By 6/30/11.	2. 1 A copy of the report must be kept on file by Contractor and County.
3A. By June 30, 2011, a summary of the current year strategic plan shall be submitted to County with the final report.	3A.1 Contractor's summary must include the listing of all forms of media used and the industry standard appropriate indicators with the total cost value.	By 6/30/11.	3A.1 The final strategic marketing plan must be submitted with the final report electronically along with hard copy to County Program Manager.

EXHIBIT A-3
SCOPE OF WORK
July 1, 2010 through June 30, 2011

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 2: To raise awareness of HIV prevention, treatment, education and care services and to promote local activities for National Latino AIDS Awareness Day, the commemoration of World AIDS Day, and during HIV Testing Week, National Black HIV/AIDS Awareness Day and other events as requested, through an integrated strategy of different marketing approaches. All materials and media should be at a minimum in English and Spanish with other languages developed upon request.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1. By June 30, 2011, implementation of an integrated approach with different strategic approaches designed to maximize participation in, and coverage of, community events.	1.1 Contractor must develop a plan to raise awareness to accomplish Goal No. 2. Plan must include each strategic approach and detailed analysis describing benefits, commitments, terms, conditions, price, cost-analysis and value. All partnership and promotions must be approved in advance by County Program Manager, plan shall be presented to the SMCAB.	By 7/1/10 and ongoing.	1.1 List of corporate partners for different events. Partnership report must be kept on file by Contractor and submitted to County Program Manager in an electronic form (pdf) along with a hard copy. Contractor attendance at SMCAB meetings must be recorded and kept on file by Contractor and County.
	1.2 Contractor must handle all aspects of media relations designed to raise awareness, including, but not limited to: developing a calendar of events, media advisory, media interview advisory, news (press) releases and public service announcements (PSAs), posters, branded giveaways, and collateral materials for each event. All materials must be submitted to County Program Manager for approval prior to distribution.	By 7/1/10 and ongoing.	1.2 List of interviews, featured stories, calendar listings, collateral materials, and promo spots must be kept on file and submitted to County Program Manager no later than 06/30/06. All documents developed on behalf of County must be submitted with the final report to County Program Manager.
	1.2.1 Contractor must distribute wires, releases, advisories and PSAs as needed.	By 7/1/10 and ongoing.	1.2.1 A complete list of wires, releases, advisories and PSAs must be kept on file by Contractor and submitted with final report to County Program Manager.
	1.2.2 Contractor must schedule interviews and maintain a list of interviews, locations, outlet, dates and times.	By 7/1/10 and ongoing.	1.2.2 A complete list must be kept on file and number of participants reported in the final report to County Program Manager.
	1.2.3 Contractor must obtain copies of all interviews by transcript, tape, or video and submit to County Program Manager.	By 7/1/10 and ongoing.	1.2.2 A complete list must be kept on file and number of participants reported in the final report to County Program Manager.

EXHIBIT A-3
SCOPE OF WORK
July 1, 2010 through June 30, 2011

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 2: To raise awareness of HIV prevention, treatment, education and care services and to promote local activities for National Latino AIDS Awareness Day, the commemoration of World AIDS Day, and during HIV Testing Week, National Black HIV/AIDS Awareness Day and other events as requested, through an integrated strategy of different marketing approaches. All materials and media should be at a minimum in English and Spanish with other languages developed upon request.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
	1.3 Contractor must provide promotional and incentive items designed to raise awareness of media and community members of the opportunities for prevention, treatment, education and care services during County sponsored events. All items must be approved by County Program Manager prior to order or distribution.	By 7/1/10 and ongoing.	1.3 A complete record of promotional items distributed must be maintained and examples of each item must be provided to County Program Manager prior to distribution. County Program Manager's approval must be kept on file by Contractor.
1A. By June 30, 2011, a minimum of 55% of the target audience will be exposed to the campaign through strategic marketing approaches utilized for Latino AIDS Awareness Day.	1A.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 11/15/10.	1A.1 A return on investment (ROI) report must be submitted to County Program Manager with the final report. This must include an aggregate circulation/reach total.
1B. By June 30, 2011, a minimum of 85% of targeted BRGs will be exposed to the campaign through the strategic marketing approaches for World AIDS Day.	1B.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 01/15/11.	1B.1 A ROI report must be submitted to County Program Manager with the final report. This must include an aggregate circulation/reach total.
1C. By June 30, 2011, a minimum of 85% of targeted BRGs will be exposed to the campaign message through the strategic marketing approaches utilized for HIV Testing Week.	1C.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 6/30/11.	1C.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and definitions of how this was determined.
1D. By June 30, 2011, a minimum of 55% of the target audience will be exposed to the campaign through strategic marketing approaches for National Black HIV/AIDS Awareness Day.	1D.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 03/15/11	1D.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and definitions of how this was determined.

EXHIBIT A-3
SCOPE OF WORK
July 1, 2010 through June 30, 2011

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 2: To raise awareness of HIV prevention, treatment, education and care services and to promote local activities for National Latino AIDS Awareness Day, the commemoration of World AIDS Day, and during HIV Testing Week, National Black HIV/AIDS Awareness Day and other events as requested, through an integrated strategy of different marketing approaches. All materials and media should be at a minimum in English and Spanish with other languages developed upon request.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1E. By June 30, 2011, all events provided on behalf of County with penetration into the target audience negotiated at the time of the request to provide support or provide an event.	1E.1 Contractor must compile a summary of all events and all marketing efforts to support or promote the event(s) and submit to County Program Manager.	By 7/1/10 and ongoing.	1E.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and definitions of how this was calculated.
1F. By December 31, 2010, the total marketing value of all campaign will exceed \$1,500,000.	1F.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 7/1/10 and ongoing.	1F.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and an explanation of how this was determined.
1G. By June 30, 2011, the total marketing value of the strategic marketing campaign will exceed \$3,000,000.	1G.1 Contractor must compile a summary for all efforts and the number of likely impressions and submit to County Program Manager. Summary must include a report of costs, market value and total value.	By 7/1/10 and ongoing.	1G.1 A ROI report must be submitted to County Program Manager with the final report. This must include aggregate total value and an explanation of how this was determined.
1H. Partnership marketing will increase the value of the campaign by an amount that is four times any cost of partnership to County.	1G.1 Contractor must use standard marketing indicators of effectiveness to determine the total marketing value of the partnerships and submit to County Program Manager.	By 7/1/10 and ongoing.	1H.1 A ROI report must be submitted to County Program Manager with the final report. This must include the aggregate total value and an explanation of how this was determined.

**EXHIBIT A-3
SCOPE OF WORK
July 1, 2010 through June 30, 2011**

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated time lines and are to be documented as specified.

Goal No. 3: All aspects of the campaign will be evaluated based on industry standards and negotiated outcome indicators and a final report prepared in summarizing findings and making recommendations for the improvement of services.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1. By June 30, 2011, an evaluation plan shall be created and implemented.	1.1 Contractor must work with OAPP to develop an evaluation plan to cover all aspects of the annual campaign development and implementation. Plan must be approved by County Program Manager.	By 7/1/10.	1.1 Copy of the evaluation plan shall be kept on file by Contractor and reviewed by County Program Manager. Contractor attendance must be recorded via sign-in sheets and maintained on file at County.
	1.2 Contractor must provide evaluation services throughout the campaign and post-campaign after approval by County Program Manager.	By 7/1/10 and ongoing.	1.2 Monthly reports shall be kept on file by Contractor and submitted to County Program Manager for review and comment.
1A. By September 30, 2010, a quarterly report must be provided.	1A.1 Contractor must develop a quarterly report format and forward to County Program Manager for approval.	By 7/1/10 and ongoing.	1A.1 A copy of the approved quarterly report must be kept on file by Contractor and submitted electronically to County Program Manager.
1B. By September 30, 2010, a quarterly invoice shall be provided.	1B.1 Contractor must submit a quarterly invoice that must include copies of receipts for expenses incurred and list the gross and net charges for commissions earned.	By 7/1/10 and ongoing	1B.1 This is to be included in the approved strategic marketing plan provided to County Program Manager.
2. By June 30, 2011, final report due.	2.1 Contractor must submit semi-annual and final report that compiles and summarizes evaluation activities and measures outcomes for the campaign.	By 12/31/10 and 6/30/11.	2.1 A copy of the final report shall be kept on file by Contractor and reviewed by County Program Manager.

SCHEDULE 3

KCBS MARKETING, INC.

HUMAN IMMUNODEFICIENCY VIRUS HIV/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) SOCIAL MARKETING SERVICES AGREEMENT

	<u>Budget Period</u>
	July 1, 2010 through <u>June 30, 2011</u>
Operating Expenses	\$ 693,000
Consultants/Subcontracts	\$ 107,000
Indirect Cost	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 800,000

*Allocation is comprised of:

\$ 400,000 of federal (CDC) funds
\$ 200,000 of CDPH-OA funds
\$ 200,000 of NCC

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES**TABLE 1**Site# 1 of 1

1	Agency Name:	KCBS Marketing, Inc.		
2	Executive Director:	Danielle Mosher		
3	Address of Service Delivery Site:	5901 Venice Boulevard		
		Los Angeles	California	90034

4 In which Service Planning Area is the service delivery site?

<u>X</u>	One: Antelope Valley	<u>X</u>	Two: San Fernando Valley
<u>X</u>	Three: San Gabriel Valley	<u>X</u>	Four: Metro Los Angeles
<u>X</u>	Five: West Los Angeles	<u>X</u>	Six: South Los Angeles
<u>X</u>	Seven: East Los Angeles	<u>X</u>	Eight: South Bay

5 In which Supervisory District is the service delivery site?

<u>X</u>	One: Supervisor Molina	<u>X</u>	Two: Supervisor Burke
<u>X</u>	Three: Supervisor Yaroslavsky	<u>X</u>	Four: Supervisor Knabe
<u>X</u>	Five: Supervisor Antonovich		

6 Based on the number of meals provided to unduplicated clients at this site, what percentage of your allocation is designated to this site? 100%